



WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>VG</u>
DA	<u> </u> ✓
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>MS</u>

STAFF REPORT BOARD MEETING DATE: September 22, 2015

DATE: August 24, 2015

TO: Board of County Commissioners

FROM: Rosemarie Entsminger, Fiscal Compliance Officer, Community Services Department Regional Parks, 328-2044, rentsminger@washoecounty.us
Cheryl Surface, Natural Resource Planner, Community Services Department Regional Parks, 328-2039, csurface@washoecounty.us

THROUGH: William H. Whitney, Division Director, Planning and Development Community Services Department, 328-3617, bwhitney@washoecounty.us

SUBJECT: Recommendation to approve an Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue – Truckee River-Truckee River Management Plan-One Truckee River Initiative Phases I, II and III-Project Funding [\$175,000-State Question 1 Truckee River Bond Funds] between Washoe County and Nevada Land Trust; and authorize the Comptroller’s Office to make the appropriate budget adjustments. (Commission Districts 2 and 3.)

SUMMARY

If approved, this agreement authorizes Washoe County’s participation in a collaborative regional Truckee River Management Plan funded through State Question 1 (SQ-1, \$175,000) Truckee River Bond funds. The planning effort is being managed by the Nevada Land Trust in partnership with Keep Truckee Meadows Beautiful. The Plan is a collaborative regional assessment and planning effort for over 25 miles of Truckee River habitat, recreation, cultural resources, restoration, water quality, invasive plant species and environmental education needs. It will identify best management practices, habitat and environmental protection and provide a uniform stewardship approach across jurisdictional boundaries and among the many interested agencies and volunteer groups.

Washoe County, through its Community Services Department, is the fiscal agent for SQ-1 bond funds. Additional project contributions are being provided to Nevada Land Trust and Keep Truckee Meadows Beautiful by The Truckee River Fund, Truckee River Flood Project, the National Park Service, the Northern Nevada Water Planning commission and R.E.I. This project is on the approved SQ-1 project list and is compliant with SQ-1 guidelines.

Project Need: The Truckee River is one of our greatest assets, yet there is no single, consolidated plan for its natural resource management. Instead, multiple jurisdictions, agencies, groups and interested volunteers contribute to isolated projects. Individual

projects are beneficial, but lack the broader, consolidated effort which would result in the highest and best use of available resources to achieve the largest possible impact to our community and our environment. This collaborative and inclusive planning effort will result in a planning document that contains short and long-term action plans for the river, identification of current and past agency and private partnership projects and identification of current funding resources and development of future funding sources; and will serve as a guide that provides opportunities for coordinated efforts to preserve the Truckee River and strategically leverage critical funds to do so.

Washoe County Strategic Objective supported by this item: Stewardship of our community.

PREVIOUS ACTION

August 12, 2014, the Board of County Commissioners (Board) approved a Memorandum of Understanding, A Contract Between the State of Nevada Acting by and Through its Department of Conservation and Natural Resources and Washoe County, a Political Subdivision of the State of Nevada Acting by and Through its Community Services Department-Regional Parks and Open Space to extend the funding arrangement on State Question 1 projects retroactive to July 1, 2014 through June 30, 2019.

January 10, 2012, Board accepted the third and final draw of \$2,000,000 of State Question 1 bond proceeds from State of Nevada for previously approved Truckee River Projects.

October 25, 2011, the Board approved and authorized the Chairman to sign, Amendment #2 to "Memorandum of Understanding-A Contract Between the State of Nevada Acting by and Through its Department of Conservation and Natural Resources and Washoe County, a Political Subdivision of the State of Nevada Acting by and Through its Parks and Recreation Department" to extend the funding contract on State Question 1 projects to June 30, 2014.

March 24, 2009, Board reviewed the approved the project list and endorsed the vetting and selection process of the SQ-1 Truckee River project list.

October 14, 2008, the Board approved Amendment #1 to the MOU with State of Nevada for SQ-1 funding, extended the compliance date for implementation of projects to December 31, 2011 and accepted second installment funds of \$4,000,000.

November 25, 2003, the Board authorized the execution of the MOU and receipt of \$10,000,000 in SQ-1 bond payments to be paid in installments, and accepted the first installment of \$4,000,000.

July 15, 2003, the Board approved the SQ-1 Truckee River project list.

April 15, 2003, the Board reviewed the process for choosing, scoring and prioritizing SQ-1-Truckee River projects.

BACKGROUND

In the November 5, 2002 General Election, the voters of the State of Nevada approved SQ-1 (aka AB9), approving the issuance of general obligation bonds to preserve, protect and obtain the benefits of property and natural resources in the State. Section 2, subsection 6 of the enabling legislation specifically allocated a total of \$10,000,000 to Washoe County to

enhance and restore the Truckee River corridor. The funds must be used to acquire and develop land and water rights; provide for recreational facilities; provide parking for and access to and along the river; and restore the river. All expenditures require a match of cash or value of services, materials or equipment that is equal to 50% of the total project (for each bond dollar spent; an equal dollar must be matched).

In 2003, the Truckee River Funding Working Group was formed and moderated by the Nevada Land Trust. Their diligent work resulted in an approved project list. The proposed project is compliant with the SQ-1 guidelines.

The “Truckee River Management Plan-One Truckee River Initiative Phases I, II and III”, managed by the Nevada Land Trust and Keep Truckee Meadows Beautiful, is a collaborative regional assessment and planning effort for over 25 miles of Truckee River habitat, recreation, cultural resources, restoration, water quality, invasive plant species and environmental education needs. It will identify best management practices, habitat and environmental protection and provide a uniform stewardship approach across jurisdictional boundaries and among the many interested agencies and volunteer groups.

Over twenty five miles of river corridor are included in phases one through three:

Phase I includes the river areas from Chalk Bluff Treatment Plant to Truckee Meadows Water Reclamation Facility

Phase II includes the river areas from the Truckee Meadows Water Reclamation Facility east through the canyon, perhaps to the terminus at Pyramid Lake

Phase III includes the river areas from Chalk Bluff Treatment Plant to the Nevada-California state line.

Tangible outcomes of the project will be a planning document that contains short and long-term action plans for the river, identification of current and past agency and private partnership projects, the strengthening of existing partnerships and the building of new partnerships, and identification of current funding resources and development of future funding sources as well as opportunities to leverage funds.

FISCAL IMPACT

All funds dedicated to Washoe County in SQ-1 legislation for Truckee River projects have been received and deposited to the appropriate cash accounts 4447, 4448, and 4449 in Fund 404-Parks Capital Fund.

Approval of this Agreement will result in the expenditure of \$175,000 from Parks Capital Fund 404 SQ-1 project PK (pending)-710400 (Payments to Other Agencies), associated with cost center 905103, cash account 4449. Fund 4449 has sufficient unencumbered cash balance.

The following budget adjustment is needed:

Decrease CC905103	781001	Land Improvements	\$175,000
Increase project PK-(pending)	710400	Payments to Other Agencies	\$175,000

This project will have no impact to future County park operation and maintenance staff or operating supply budgets.

RECOMMENDATION

It is recommended the Board of County Commissioners approve an Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue – Truckee River-Truckee River Management Plan-One Truckee River Initiative Phases I, II and III-Project Funding [\$175,000-State Question 1 Truckee River Bond Funds] between Washoe County and Nevada Land Trust; and authorize the Comptroller’s Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be:
“Move to approve an Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue – Truckee River- Truckee River Management Plan-One Truckee River Initiative Phases I, II and III-Project Funding [\$175,000-State Question 1 Truckee River Bond Funds] between Washoe County and Nevada Land Trust; and authorize the Comptroller’s Office to make the appropriate budget adjustments.”

**AGREEMENT REGARDING
NOVEMBER 2002 STATE QUESTION 1:
PARKS AND OPEN SPACE BOND ISSUE - TRUCKEE RIVER
TRUCKEE RIVER MANAGEMENT PLAN-ONE TRUCKEE RIVER INITIATIVE
PHASES I, II AND III-PROJECT FUNDING**

This Agreement is entered into this _____ day of _____, 2015, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter, "Washoe County") and Nevada Land Trust, a private non-profit land trust (hereinafter, the "Grantee"), collectively referred to as the "Parties."

WHEREAS, In 2001, The Nevada Legislature (AB 9 of the 17th Special Session) proposed and in November 2002, the voters of Nevada (State Question 1) approved a bond measure which included the allocation of \$10,000,000 for the enhancement of the Truckee River corridor, authorizing the use of funds to acquire and develop land and water rights, provide recreational facilities, provide parking for and access to and along the river, or restore the Truckee River Corridor. Washoe County has designated the Project as being eligible for AB9-SQ1 money and has entered into a memorandum of understanding with the State of Nevada Department of Conservation and Natural Resources regarding such use.

WHEREAS, upon the recommendation of the Truckee River Funding Group, the Washoe County Board of County Commissioners has determined the amount of funding and approved a list of projects to be facilitated and completed by use of the 2002 State Question-1 Parks and Open Space Bond funds;

WHEREAS, the Grantee's Truckee River Management Plan-One Truckee River Initiative Phases I, II and III (the "Project"), a consolidated regional effort to assess and plan Truckee River habitat, recreation, cultural resources, and restoration needs to benefit residents of the region, is an approved project recommended for \$175,000 in State Question-1 Parks and Open Space Bond funding;

WHEREAS, the parties desire to document, by this Agreement, a funding arrangement pursuant to which Washoe County will reimburse Grantee for the Project;

NOW, THEREFORE, be it resolved the parties agree as follows:

1. Project Scope of Work ("the work")

Will consist of a collaborative regional assessment and planning effort of Truckee River habitat, recreation, cultural resources, restoration, water quality, invasive plant species and environmental education needs; to identify best management practices, habitat and environmental protection and provide a uniform stewardship approach across jurisdictional boundaries. Over twenty five miles of river corridor are included in phases one through three:

Phase I includes the river areas from Chalk Bluff Treatment Plant to Truckee Meadows Water Reclamation Facility

Phase II includes the river areas from the Truckee Meadows Water Reclamation Facility east through the canyon, perhaps to the terminus at Pyramid Lake

Phase III includes the river areas from Chalk Bluff Treatment Plant to the Nevada-California state line.

Tangible outcomes of the project will be a planning document that contains short and long-term action plans for the river, identification of current and past agency and private partnership projects and identification of current funding resources and development of future funding sources.

2. Exhibits

Attached hereto and incorporated herein are the following Exhibits

Exhibit A –Vicinity Map and project location map

Exhibit B - Work Plan

3. Term This Project Funding Agreement shall be effective from _____, 2015 to June 30, 2019, unless sooner terminated by either party as specified in paragraph 9 and 10 herein.

4. Management Plan Consulting and Design

- a. Grantee is hereby authorized to perform or have another perform necessary, qualified, and competent management plan consulting, data gathering, design, survey, engineering, GIS and topographical mapping, geotechnical and related work for the Project subject to the terms and conditions herein as more particularly described in the Work Plan attached hereto and incorporated herein as Exhibit “B”. Washoe County shall be provided with scopes of work and management plan development details for the Project which is conceptually consistent with the Work described in Exhibit B, and which Washoe County must approve in writing prior to any Project funding disbursement to Grantee. In the event of any inconsistency between Work described in Exhibit B and the later developed Scope of Work approved by Washoe County, the terms and conditions of the later developed and County approved Scope of Work shall control.
- b. General Project Administration. Grantee shall perform or have performed, without limitation, Project schedules, coordination, notices, meeting space, planning, design, contract preparation, and financial administration, including, obtaining any required permitting, conducting environmental assessments and National Environmental Policy Act (NEPA), Commission on Cultural Affairs (CCA), Nevada Department Environmental Protection (NDEP and EPA), review processes advertising and bid award.
- c. By execution of this Agreement, Grantee covenants with Grantor, through its Community Services Department, to perform the Work pursuant to and in accordance with the terms and conditions of this Agreement, as set forth in Exhibit B, and any future developed and approved Scope of Work. Grantee further covenants to perform or covenants to have another perform the Work in compliance with all applicable federal, state, local laws and applicable regulations, including, without limitation, competitive bidding laws, prevailing

wage requirements and United States Army Corps of Engineers' ("USACE") Section 104 cost credit requirements. Grantee shall select consultants and award bids to contractors who can perform with the requisite skill, judgment, and experience required by the Work under this Agreement or any future Scope of Work approved by Washoe County.

5. **Project Planning Process** Grantee and Washoe County agree that the following guidelines, requirements, and specifications apply to the Project:
 - a. Grantee shall be responsible for all phases of the Truckee River Management Plan process, and shall retain, as reasonably necessary, appropriately licensed planning and design professionals and shall oversee, monitor and satisfy all scheduling requirements herein. Grantee shall coordinate employees, partners (as described in Exhibit B), volunteers, contractors, consultants, and other professionals employed by or under contract with Grantee for the Project, and shall use its reasonable best efforts to keep the Project on schedule by coordinating the work of all such employees, volunteers, partners, contractors, consultants, and other professionals. Grantee shall not be responsible for delays or other causes beyond Grantee's reasonable control.
 - b. Grantor designees from its Community Services Department shall be included in the planning process and reserve the right to review and modify the Truckee River Management Plan to ensure that it conforms to locally adopted community plans and is consistent with Exhibit B. Washoe County shall designate a single point of contact and provide a comprehensive list containing names and phone numbers of key contacts. Grantee shall confer with Grantor as the management plan develops and provide the Grantor the opportunity to review and comment on the plan document at
 - a. 50% completion
 - b. 100% completion, but prior to final adoption
 - c. Grantee shall submit one (1) electronic copy of Truckee River Management Plan and all addendums and attachments (in a format acceptable) to Grantor for review *prior* to extensive reproduction of said plan. The County shall reply promptly to all review, comment and modification requests. Project must be appropriate for the purpose intended and evidence the demonstrated aesthetic, functional, and operational objectives of Project that are consistent and compatible with the Truckee River and natural surroundings. All segments of the management plan that do not meet with code or permitting requirements or otherwise are not approved shall be promptly revised to meet such requirements.
 - d. After final adoption of the Project, Grantor shall provide to Washoe County (2) hardcopy versions and one (1) electronic version (in an electronic format acceptable to Grantor) of the complete Project and all supporting documents, exhibits, addendums, maps, drawings, and a final summary of the total Project costs.

6. Project Funding.

- a. Funding Sources. The total estimated Project cost is \$385,000 as identified in Exhibit B. Grantee has previously expended cash match for related Truckee River Management Plan elements of \$120,000 prepared by Stantech Consulting Services, and additional funding, \$90,000, is available through grants and donations also outlined in Exhibit B. Grantor has allocated the amount of \$175,000 from the State Question 1 Parks and Open Space Bond funds for all SQ-1 funded elements identified in Project. If the total amount of State Bond Funds set forth in this Section 6 is not needed to complete the Project, Grantee shall not be reimbursed above the value of SQ-1 approved expenses. Grantee is solely responsible for any Project costs that exceed Grantor's total SQ-1 contribution amount of \$175,000.
- b. Grantee shall be responsible for all increased Project costs caused by Grantee's negligence, including but not limited to, material errors and omissions in all application and permitting processes, plans, specifications and contract documents, material defects in scope of work or plans and specifications matters; material failure to meet the Project's performance or hydrologic/hydraulic standards; change orders not accepted by Washoe County; and contractor claims of any kind or nature. Grantor's total amount of State Bond Funds specified in Section 10.1 shall be allocated to Grantee for performance of the Project when Grantor receives an approved Work Plan from the State of Nevada.
- c. State Question 1 Policies. Grantee covenants to comply with all policies and procedures adopted by the State for State Question 1 projects and Grantor has provided a complete and current copy of such policies and procedures to Grantee or shall provide online internet access to such policies and procedures. Grantee shall submit Project and budget information on forms, and within specified deadlines, prescribed by Grantor and State. It is Grantee's responsibility to be aware of and adhere to all policies and procedures required by the State. In the event of any inconsistency between this Agreement and the State policies and procedures, the State policy and procedures shall govern.
- d. Obligation of Funding. The State Bond Funds must be legally obligated (encumbered) by June 30, 2019. If the State Bond Funds have not been spent or legally obligated by June 30, 2019, then the Board of Washoe County Commissioners may determine to reallocate funds to another Truckee River project.
- e. Grantee understands and agrees that the Grantor shall only reimburse Grantee for authorized expenses after Grantor reviews and approves invoices submitted by Grantee for compliance with this Agreement, plans and specifications for the Work and any future Scope of Work approved by Grantor. Grantor further reserves the right to withhold any funds in the event Grantee, its agents, representatives, contractors or subcontractors fail to perform the Work in accordance with applicable federal or state laws, codes and regulations, this Agreement and plans and specifications. For any up-front costs incurred by Grantee after the execution of the agreement that are directly related to the Project, Grantor shall reimburse Grantee for those authorized costs, charges and expenses, as long as the total amount reimbursed, including such up-front costs, does not exceed the total

amount of \$175,000. Grantee shall be solely responsible for any costs, charges, and expenses of the Project that exceed the amount of \$175,000.

- f. **Authorized Reimbursements.** Funding for the Project will be disbursed by Grantor to Grantee on a reimbursement basis. Reimbursement of Grantee expenses will be paid on a quarterly basis (Jan-March, April-June, July-Sept. and Oct.-December) as invoices, accompanied by supporting documentation, are received by Grantor. Invoices are due to Grantor by the fifteenth day of the month following the end of the quarter. Supporting documentation includes an exact itemization of project expenditures for the period of the invoice, a listing of check numbers, amounts and payees for the period, copies of itemized invoices for all expenditures and copies of properly documented timesheets or labor reports. Grantor agrees that occasionally it will be necessary to process invoices twice in a quarter so that Grantee's unbilled grant reimbursement cap is not exceeded. Grantor shall cause payment to be made within thirty (30) days of receipt of complete, undisputed reimbursement requests.

- g. The State Question One Program prohibits reimbursement of Project funds for the following expenses:
 - a. Secretarial or word processing services (normal, temporary, or overtime);
 - b. Other staff charges, such as filing; proofreading, regardless of when
 - c. Indirect and administrative overhead costs such as salaries and benefits;
 - d. Photocopy expenses
 - e. Computer time.

- h. In addition to those unauthorized reimbursements contained above, the State allows reimbursement of Project Funds for the following:
 - a. Local telephone expenses or office supply costs; and
 - b. The cost of first-class travel not to exceed the Government Standard Approved Rate.

- i. **Project Funding Match.** As required by Assembly Bill 9 and Section 6 of the Funding Agreement, Grantee is required to provide a match equivalent to 50% of the total project cost, equivalent to \$175,000. Eligibility to receive the bond proceeds is contingent upon meeting the required matching contribution of project related expenditures. Project match previously expended for Truckee River management planning that conforms to the scope of work is outlined in Exhibit B. Grantee shall provide documentation of its ability to meet the documented match amount of \$175,000 of the Project. Written records must substantiate Grantee's funding match amount, including, but not limited to, properly documented time sheets or labor reports, documentation and justification of values utilized for labor, equipment and materials, including an exact itemized list of expenditures, a listing of check numbers, amounts and payees, copies of itemized invoices and support information for all expenditures. All accounting documentation must be maintained by Grantee and is subject to audit upon reasonable, advance notice. Grantor reserves the right to request in writing additional documentation from Grantee regarding preferred documentation of funding match.

- j. Other Match Credit. Additional funding match credits can be granted for cash expended for the value of services, materials or equipment after commencement of the project. The State must approve any funding match, either budgeted or expended. Grantee may contribute additional funding match credit, but will not be held liable for any match credit over and above the amount of \$175,000. For any up-front costs incurred by Grantee directly related to the Project prior to the effective date of this Agreement, but after July 1, 2000, Grantor agrees that those costs will be applied toward the match share for the Project allocation.

7. Reporting and Auditing Requirements.

- a. Grantee shall be responsible to Washoe County for providing Project status reports quarterly, and a final report within sixty (60) days after completion of the Project. Quarterly reports due dates are:
 - Jan-March activity due April 15
 - April-June activity due June 15,
 - July-Sept. activity due Sept. 15
 - Oct-Dec. activity due Jan. 15Quarterly reports will provide Project status, brief statements that will address any problems encountered, time delays expected and any adjustments to the completion date, and financial status. The final report shall provide a description of the fully completed Project. Attached to final report shall be a final accounting and exact itemization of total project revenue and expenditures, with a list of all check numbers, amounts and payees. The first report will be due with the first quarterly invoice and quarterly thereafter.
- b. All accounting documentation must be maintained by Grantee and is subject to audit by any of Grantors agents. Grantee must maintain and make available its books, files and records to facilitate any such audit. Grantee must comply with and fully participate with any federal, state or local audit requirements. Grantor reserves the right to request additional documentation from Grantee regarding revenues or expenditures. Grantor reserves the right to reject all or part of any proffered documentation of recipient's expenditures that does not materially comply with State policies and procedures. Improperly or insufficiently matched State Bond Funds will be subject to repayment by the recipient (from non-State Question 1 sources), in part or in total.
- c. Grantee agrees to maintain all records relevant to its State Question 1 Truckee River Management Plan for which funds were allocated in accordance with NRS Chapter 239; additionally, recipient must keep records at least six (6) years from the end of the state fiscal year (July-June) in which the project was completed. If any litigation concerning the project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to the recipient's contractors and any subcontractors.

8. Truckee River Water Quality Compliance Requirements.

- a. Any water quality benefits associated with the Project shall be owned by and credited to the Truckee Meadows Water Reclamation Facility (TMWRF) jointly owned by the Cities of Reno and Sparks (Cities). Water quality benefits owned by and credited to TMWRF shall include, but not be limited to, pollution credits, which arise from or relate to the Project. Washoe County and Grantee shall not unreasonably deny the Cities access to the Project or to any data generated by the Project to prove or calculate the water quality benefit. Additionally, Washoe County, Grantee and the Cities may agree to conduct appropriate sampling, monitoring and analysis to determine the water quality benefit.
- b. Grantee and Washoe County acknowledge that flows in the Truckee River are governed by pre-existing agreements, judgments, and decrees. Grantee and Washoe County further acknowledge that flows in the Truckee River shall be additionally governed by the Truckee River Operating Agreement (“TROA”). Washoe County and Grantee acknowledge that the Project is designed to succeed and be compatible with any and all flow and operating scenarios envisioned in TROA. In consideration of the commitments set forth herein, Grantee and Washoe County commit that they will not seek alteration of the flows related to existing river operations nor to those currently scheduled in TROA, or seek water appropriations, inconsistent with existing operations or TROA for the Project.

9. **Termination.** In the event Grantee fails to perform any duty or satisfy any term or condition contained in this Agreement, Grantor shall provide Grantee with written notice thereof and Grantee shall thereafter have thirty (30) days or other reasonable time period to cure or diligently commence to cure such failure. If Grantee fails to cure, or fails to diligently pursue curing, any defect in performance to the reasonable satisfaction of Grantor, Grantor may terminate this Agreement with thirty (30) days advance written notice to Grantee.

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for the payments due to PCG under this Agreement, the County will immediately notify PCG of such occurrence. In such event, this Agreement shall immediately terminate, without penalty or expense to the County, except for any such funds, which are due and payable to PCG hereunder, for which services have been rendered on or before the date of said notice from the Grantor.

10. Grantee may terminate this Funding Agreement prior to commencement of construction upon 30 days written notice to Grantor if (i) final design plans are not approved; or (ii) required permits, agreements, or subcontracts cannot be secured upon terms reasonably satisfactory to Grantee, and in that event, all unexpended funds shall promptly be returned to Grantor.

11. Insurance.

- a. Grantee's contracts with any consultants or subcontractors hired for the purposes of designing or constructing any phase or element of the Project mentioned herein shall require each consultant or subcontractor to provide evidence of insurance for:
 - (1) General liability;
 - (2) Automobile liability; and
 - (3) Professional liability (if the contract involves any design work).
- b. All policies of general liability and automobile liability insurance shall be endorsed to add Grantor and grantee as additional insureds.

12. General Provisions.

- a. Entire Agreement. This Agreement represents the full and complete understanding by all of the parties and changes may be made only with the written approval of the parties.
- b. Assignment. This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.
- c. Modification. This Agreement may be modified in writing and signed by both parties.
- d. Severability. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions of this Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.
- e. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.
- f. All notices required by this Agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Grantor
Washoe County
Attn: Director Community Services Dept.
P.O. Box 11130
Reno, NV 89520

Grantee
Nevada Land Trust
P.O. Box 20288
Reno, NV 89515

- g. Choice of law; venue. This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the Nevada State Courts located in Washoe County, Nevada and to the

service of process by any means authorized by rules of Court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2015

NEVADA LAND TRUST

Reed Simmons, Chair

STATE OF NEVADA
COUNTY OF WASHOE

On the _____ day of _____, 2015, _____ personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

COUNTY OF WASHOE, by and through its
Board of County Commissioners

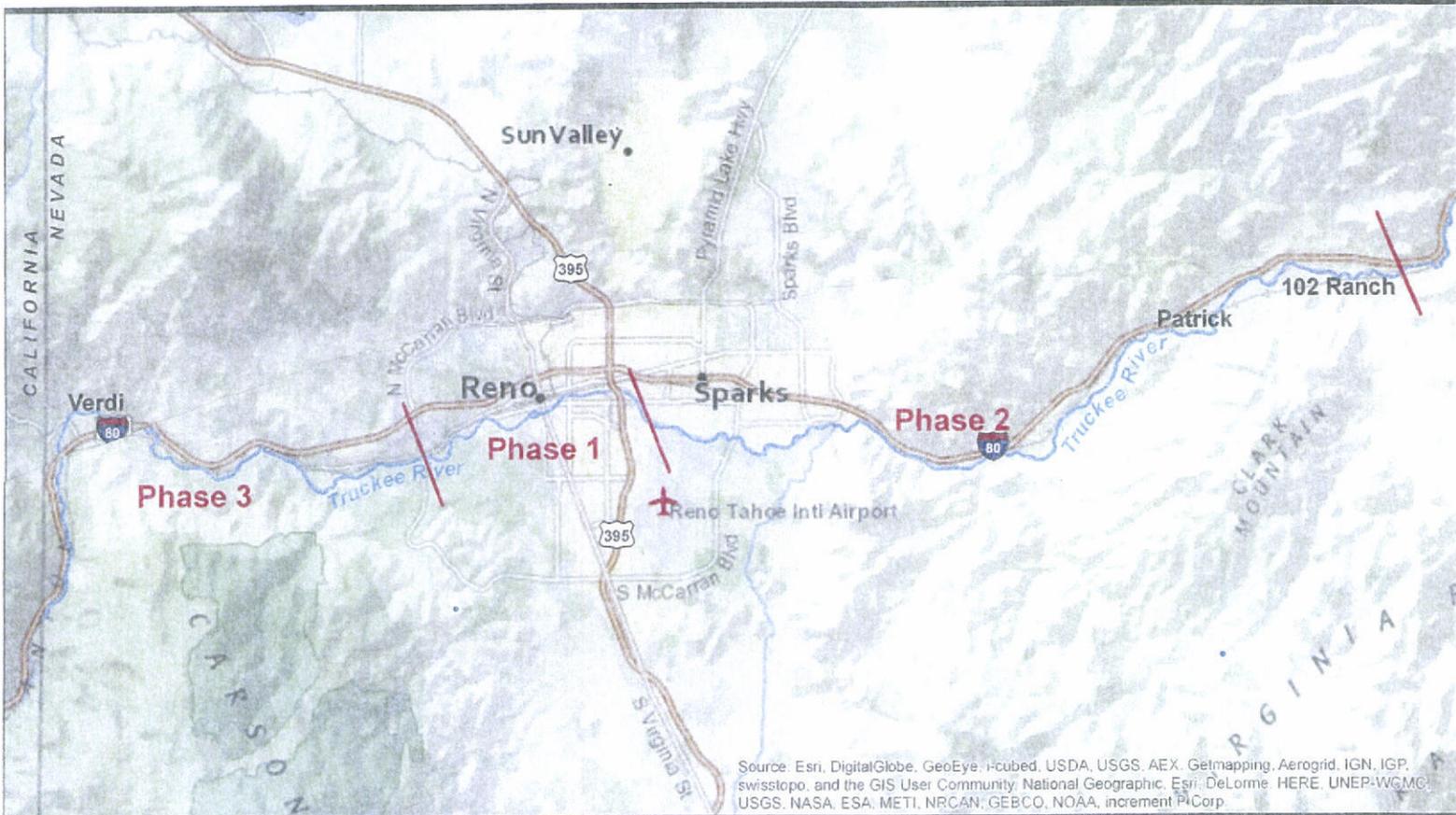
Marsha Berkbigler, Chairman

STATE OF NEVADA
COUNTY OF WASHOE

On the _____ day of _____, 2015, _____, personally appeared before me, a Notary Public, and acknowledged to me that she executed the above instrument for the purpose therein contained.

Notary Public

Exhibit A



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Truckee River Corridor Management Plan Project Area One River Initiative



KEEP TRUCKEE MEADOWS
BEAUTIFUL



National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Exhibit B

SQ-1 TRUCKEE RIVER CORRIDOR PROJECT REQUEST WORKPLAN

PROJECT NAME: Truckee River Management Plan “One Truckee River” Initiative Phase I, II and III (from NV state line through the East Truckee River Canyon) Nevada Land Trust in partnership with National Park Service and Keep Truckee Meadows Beautiful

PARTNERS (List all anticipated partners):

Nevada Land Trust, National Park Service, Keep Truckee Meadows Beautiful, City of Reno, State of Nevada, Washoe County, Reno PD, The Nature Conservancy, Truckee River Flood Project, Truckee River Guide, Washoe County Health Department, NDEP, Truckee Meadows Water Authority, Community Foundation of Western Nevada, Pyramid Lake Paiute Tribe, Business Community, City of Sparks, Bureau of Reclamation, Bureau of Land Management, U.S. Fish & Wildlife Service, Nevada Department of Wildlife, private landowners and local non-profit organizations.

SQ-1 FUND BUDGET: \$175,000 requested

MATCH BUDGET (List sources & uses):

\$90K Truckee River Fund Grant for the Truckee River Corridor Management Plan
\$120K Truckee River Flood Project, Recreation Plan prepared by Stantech
Total Match Identified: \$210K

TIMELINE:

Nevada Land Trust secured a planning grant from National Park Service, Rivers and Trails Program for this planning effort. KTMB secured a TRF grant for \$90K and a grant from No. NV Water Planning Commission for \$22K. Our first kick off meeting is May 21, 2015 with the core group of Stakeholders. The planning effort will start with Phase I of the project which is from Chalk Bluff Treatment plant to the Glendale Treatment Plant. Phase II of the project is from Glendale Treatment through the East Truckee Canyon and Phase III is from Chalk Bluff treatment plant to the NV-CA stateline.

May-June, 2015-Core Stakeholder meeting, planning for a River Forum
June-August, 2015-Stakeholder interviews, scoping of the plan, stakeholder planning sessions
August-December, 2015-Ask for RFQ for River Planning effort, interview consultants, let award for plan, coordinate with consultant on Planning effort. Begin scoping for Phase II
January-March, 2016-Draft Truckee River Corridor Management Plan for Phase I. Continue scoping for Phase II and send out RFQ for Phase II.
April-June, 2016-Finalize Phase I portion of the plan, begin working with consultant on the Phase II portion of the Plan
July-December, 2016-Work on Phase II portion of the Plan, draft Phase II plan by end of December 2016, Begin scoping on Phase III portion of the Plan

January-March, 2017-Finalize Phase II portion of the plan, award contract on Phase III portion of the plan

April-June 2017-Coordinate with consultant on completing Phase III portion of the plan

June-September, 2017-Draft Phase III portion of Plan

October-December, 2017-Finalize Phase III portion of the plan

O & M COSTS (Include all anticipated costs and source of funding):

Truckee River Fund Grant: \$90K Grant (\$74K, Plan Preparation, Contractor) \$16K, project oversight, contract administration, GIS mapping, NLT & KTMB)

State Question One Grant: \$175K Grant (\$148,750 Plan Preparation, Contractor) \$26,250, project oversight, contract administration, NLT & KTMB) for all 3 Phases of the plan.

Jon Ben Snow Grant: Request \$50k for monitoring and stewardship once plan is completed.

Patagonia: \$10K for restoration once plan is completed

NV Division of Forestry: \$75K for restoration once plan is completed

NDEP: \$75K for Adopt a River stewardship and river cleanup

OWNERSHIP: Variable, City of Reno, Washoe County, City of Sparks, State of Nevada

FACILITIES DEVELOPMENT (If restoration/recreation-what specific improvements?):

No restoration/recreation or invasive species work will be performed with this grant funding, however, all of these areas will be identified as part of the plan and will be implemented with other sources of funding once the plan is complete.

REVENUE (List sources & estimate amounts):

Truckee River Fund Grant: \$90K

State Question One Grant: \$175K Grant

No. NV Water Planning Commission: \$22K

Jon Ben Snow Grant: Request \$50k for monitoring and stewardship once plan is completed.

Patagonia: \$10K for restoration once plan is completed

NV Division of Forestry: \$75K for restoration once plan is completed

NDEP: \$75K for Adopt a River stewardship and river cleanup

WATER RIGHTS:

N/A